

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST LABORERS-EMPLOYERS
HEALTH & SECURITY TRUST, WESTERN
WASHINGTON LABORERS-EMPLOYERS
PENSION TRUST, NORTHWEST
LABORERS-EMPLOYERS TRAINING
TRUST, and WASHINGTON AND
NORTHERN IDAHO DISTRICT COUNCIL
OF LABORERS, and its affiliated Union
Locals

Plaintiffs

v.

WEST COAST CONSTRUCTION
COMPANY, INC.

Defendant

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT

COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western
Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training
Trust (Trusts) are joint labor-management employee benefit trusts created pursuant to
§ 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING AGREEMENT—1

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1 this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement
2 Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

3 2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated
4 Union Locals (Union) is a labor organization that has its principal office located at 3909 164th
5 Street SW, Lynnwood, Washington.

6 3. Defendant West Coast Construction Company, Inc. (Employer) is engaged in business
7 within the jurisdiction of this Court, and such business affects commerce within the meaning of §
8 301(a) of the Act, 29 U.S.C. § 185(a).

9 4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and
10 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

11 5. At all times material the Employer and the Union and its affiliated Local 440 were
12 parties to a collective bargaining agreement (Labor Agreement) and Trust agreements, material
13 parts of which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trusts
14 are third-party beneficiaries to the Labor Agreement.

15 6. The Employer has failed to abide by the terms and conditions set forth in the Labor
16 Agreement and Trust Agreements, and is and continues to be delinquent in the payment of fringe
17 benefit contributions, dues, and other wage deductions in the known amount of \$18,069.03 for
18 the period June through September 2013. As a result of this delinquency, the Employer also
19 owes liquidated damages of \$2,191.87 and interest of \$1,707.17. The total known amount owing
20 as of the filing of this Complaint is \$21,968.07, all of which is due and payable under the terms
21 of the Labor Agreement and Trust Agreements. The Employer's failure to pay is also a violation
22 of § 515 of ERISA, 29 U.S.C. § 1145.

8. Under the terms of the Labor Agreement and Trust Agreements to which the Employer is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15 percent (15%) of the delinquent contributions owing, interest computed at the rate of 15 percent (15%) per annum, and costs and expenses incurred, including reasonable attorney fees.

9. If judgment is entered by default, a reasonable attorney's fee as of the date of this Complaint is \$2,000.00.

WHEREFORE, Plaintiffs pray for the following relief:

- (a) Judgment against Defendant West Coast Construction Company, Inc. for the period June to September 2013, fringe benefit contributions and wage deductions of \$18,069.03, liquidated damages of \$2,191.87, and interest of \$1,707.17;
- (b) All costs and attorney's fees incurred; and
- (c) Such other relief as the Court deems just and equitable.

/s Mary L. Stoll

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